**BANGALORE METROPOLITAN TRANSPORT CORPORATION**

**Tender No:**
BMTC/2023-24/SE0151

# REQUEST FOR PROPOSAL

**FOR**

**Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme.**

**RFP VOLUME- I**

**August 26**

**Bangalore Metropolitan Transport Corporation, Kengal Hanumanthaiah Road, Shanthinagar, Bangalore 560027.**

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**DISCLAIMER**

1. Bangalore Metropolitan Transport Corporation (hereinafter referred to as BMTC) has issued this Request for Proposal (hereinafter referred to as "RFP") for Selection of an agency for providing functional audit of **BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme** on such terms and conditions as set out in this RFP document, including but not limited to the Technical Specifications set out in different parts of this RFP document.

2. This RFP has been prepared with an intention to invite prospective Bidders and to assist them in making their decision of whether or not to submit a proposal. It is hereby, clarified that this RFP is not an agreement and the purpose of this RFP is to provide the Bidder(s) with information to assist them in the formulation of their proposals. This RFP document does not purport to contain all the information Bidders may require. This RFP document may not be appropriate for all persons, and it is not possible for BMTC to consider the investment objectives, financial situation, and particular needs of each Bidder.

3. BMTC has taken due care in preparation of information contained herein. However, this information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not solely rely on the information contained in this RFP in submitting their Proposal. This RFP includes statements, which reflect various assumptions and assessments arrived at by BMTC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

4. This RFP is not an agreement by and between BMTC and the prospective Bidders or any other person. However, the selected Bidder will enter into an Agreement with BMTC. The information contained in this RFP is provided on the basis that it is non–binding on BMTC, any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. BMTC makes no representation or warranty and shall incur no liability under any law as to the accuracy, reliability or completeness of the information contained in the RFP document. Each Bidder shall consider the RFP document as per his understanding and capacity. The Bidders shall undertake appropriate examination, enquiry and scrutiny of all aspects mentioned in the RFP document before bidding. Bidders are encouraged to take professional help of experts on financial, legal, technical, taxation, and any other matters / sectors appearing in the document or specified work. Bidders shall also go through the RFP document in detail and bring to notice of BMTC any kind of error, misprint, inaccuracies, or omission in the document before pre-bid meeting. BMTC reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process and procedure mentioned in the

RFP for larger public interest. BMTC also reserves the right to decline to discuss the Project further with any party submitting a proposal.

5. Persons / entities / Bidders / Applicants / Respondents / Agencies / consortium partners submitting this Proposal shall not be entitled for any type of reimbursement from BMTC. The Bidder shall bear all costs arising from, associated with, or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by BMTC or any other costs incurred in connection with or relating to its Bid.

6. This issue of this RFP does not imply that BMTC is bound to select and pre-qualify Bids for Bid Stage or to appoint the selected Bidder or Bidder, as the case may be, for the project and BMTC reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

7. BMTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

8. BMTC, its employees and advisors make no representation or warranty and shall have no liability (for any cost, damage, loss or expense which may arise from or is incurred or suffered on account of anything contained in this RFP or otherwise, including but not limited to the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to be part of this RFP or arising in any way with eligibility of Bidder for participation in the Bidding Process) towards any Applicant or Bidder or a third person, under any law, statute, rule, regulation or tort law, principles of restitution or unjust enrichment or otherwise.

9. BMTC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statement contained in this RFP.

10. Interested parties, after careful review of all the clauses of this ‘Request for Proposal’, are encouraged to send their suggestions in writing to BMTC on cosp@mybmtc.com, and csm@mybmtc.com or sm@mybmtc.com. Such suggestions, after review by BMTC, may be incorporated into this ‘Request for Proposal’ as a corrigendum.

**ABBREVIATION**

| Term | Abbreviation |
|---|---|
| API | Application Program Interface |
| BMTC | Bangalore Metropolitan Transport Corporation |
| BOM | Bill of Material |
| BoQ | Bill of Quantity |
| CCC | Command and Control Centre |
| CSP | Cloud Service Provider |
| DC | Data Centre |
| DR | Disaster Recovery |
| FRS | Functional Requirements Specifications |
| GoI | Government of India |
| GoK | Government of Karnataka |
| HTTPS | Hypertext Transfer Protocol Secure |
| ICT | Information and Communication Technology |
| INR | Indian Rupee |
| ISO | International Organization for Standardization |
| IA | Implementation Agency |
| IT | Information Technology |
| LoI | Letter of Intent |
| MAF | Manufacturers Authorization Form |
| NEFT | National Electronic Fund Transfer |
| O&M | Operation & Maintenance |
| OEM | Original Equipment Manufacture |
| PM | Project Manager |
| RFP | Request for Proposal |
| RTGS | Real-time Gross Settlement |
| SI | System integrator |
| SLA | Service Level Agreement |
| SP | Service Provider |
| SRS | System requirement Specification |
| STU | State Road Transfer Undertaking |

**DEFINITION**

| Term | Meaning |
|---|---|
| Accounting Year | Means the financial year commencing from 1st April of any calendar year and ending on 31st March of the next calendar year. |
| Additional Facilities | Means the facilities which the Bidder / Agency may provide or procure for the benefit of the users of the Pedestrian and which are in addition to the Project Facilities, and not situated on the Site. |
| System Integrator | Successful Bidder selected through this RFP. |
| Appointed Date | Means the date on which the Agreement is signed and shall be deemed to be the date of commencement of the Contract Period. |
| Applicable Laws | Means all laws, promulgated, or brought into force and effect by GOI or GOK including regulations and rules made there under, and judgments, decrees, injunctions, writs, and orders of any court of record, as record, as may be in force and effect during the subsistence of this Agreement. |
| Applicable Permits | Means all clearances, permits, authorizations, consents, and approvals required to be obtained or maintained under Applicable Laws in connection with the implementation of the Project during the subsistence of this Contract. |
| Authority/Client | Means Bangalore Metropolitan Transport Corporation. |
| Change in law | Means the occurrence of any of the following after the date of financial Bid: the enactment of any new Indian law; the repeal, modification or re-enactment of any existing Indian law; the commencement of any Indian Law which has not entered into effect until the date of financial Bid; a change in the interpretation or application of any Indian law by a court of record as compared to such interpretation or application prior to the date of financial Bid. |
| Bid/Proposal | Means the proposal submitted by the Bidder(s) in response to this RFP in accordance with the provisions hereof including Pre-qualification Proposal and Financial Proposal along with all other documents forming part and in support thereof as specified in this RFP. |
| Mobile App SI | System Integrator for Implementation of **BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme** |
| Bid Security Declaration | Means Declaration furnished by the Bidder specified in RFP as part of detailed Proposal. |
| Bid Process | Means the process of selection of the Successful Bidder through competitive bidding and includes |

| Term | Meaning |
|---|---|
| | submission of Proposals, scrutiny and evaluation of such Bids as set forth in the RFP. |
| 'Agreement' means | The agreement to be signed between the Selected Bidder and authority, including all attachments, appendices, annexure, and documents incorporated by reference thereto together with any subsequent modifications, this Tender, the bid offer, the acceptance, and all related correspondences, clarifications, and presentations. |
| Commercial Terms | Means the financial terms agreed between the Selected Bidder and the BMTC. |
| Financial Bid | Means the financial proposal submitted by a Bidder in response to this Tender. |
| Requirements | Include all the documents prepared by BMTC for the functional auditing as applicable and specified in this Tender. |

**Section 1: Letter of Invitation**

Date:

**BMTC invites bids for** Selection of an agency for providing functional audit of **BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme.**

- The RFP includes the following documents:
  a) RFP Volume I
  b) RFP Volume II

- The objective and detailed scope of service is mentioned in Terms of Reference of this document (RFP Volume 1)

- The successful Bidder will be selected under **Lowest Cost-Based Selection (LCS) and procedures described in this RFP.**

**Yours sincerely,**
**Controller of Stores & Purchases**
**Bangalore Metropolitan Transport Corporation (BMTC)**
**Central Office, Bangalore**

**RFP Schedule**

| Particular | Details |
|---|---|
| Tender Reference No. | BMTC/2023-24/SE0151 |
| Tender Inviting Authority | Controller of Stores and Purchases. |
| Website for accessing tender | https://kppp.karnataka.gov.in/ |
| Single Point of Contact | Chief Systems Manager |
| Tender Processing Fee | Rs.550/-To be paid through e-payment mode to Karnataka public procurement only - Non-Refundable |
| Security Deposit | The BG/DD shall be furnished for an amount equivalent to 10 % of the contract value in the form of bank guarantee issued by Nationalized/Scheduled Bank and should be valid for a period of 18 months. It should be submitted within 07 days from the receipt of LOI. |
| Earnest Money Deposit | Rs.5000.00 To be paid through e-payment mode to Karnataka public procurement only- Refundable. |
| Nature of bid process | **Two cover system – Pre-qualification and commercial proposals** |
| Proposal Evaluation Process | **Lowest Cost-Based Selection (LCS) evaluation** |
| Pre-bid date | 26.10.2023@11.30Hrs. |
| Pre-bid Venue | 4th floor, BMTC Central Offices, KH Road, Shanthinagar, Bengaluru-27 |
| Bid Submission End Date and Time (Online) | 03.11.2023@14.30 Hrs |
| Pre-qualification Bid Opening Date & Time | 06.11.2023@14.30 Hrs |
| Commercial Bid Opening for Technically Qualified Bidders | 08.11.2023@14.30 Hrs |
| Bid Validity | 90 Days from the bid submission end date |

## Section 2: Information to Bidders (ITB)

### 2.1 General

#### 2.1.1 Contents of RFP Document

The RFP includes the following sections:

Section 1: Letter of Invitation
Section 2: Information to Bidders
Section 2A: Bid Data Sheet
Section 3: Terms of Reference (ToR)
Section 4: Pre-qualification Proposal and Standard Forms
Section 5: Financial Proposal

#### 2.1.2 Eligibility of the Bidders

The Bidders should fulfill all the requirements mentioned in Section 2.5 Pre-Qualification Criteria to be eligible to bid for this RFP.

#### 2.1.3 Clarification and Amendment of RFP

Bidders may request for clarification on any items in the RFP Document up to the date as specified in the Data Sheet before the Proposal Due Date. Any request for clarification must be sent in writing by e-mail to BMTC's address indicated in the Data Sheet. BMTC will respond by uploading the response (including an explanation of the query but without identifying the source of inquiry) in the GoK e-procurement portal.

Before the deadline for submission of Proposals, BMTC may modify the RFP Document by issuing online addendum. The addendum will appear on the web page of the website https://kppp.karnataka.gov.in To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Proposals, BMTC may extend as necessary the deadline for submission of Proposals.

The Bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Project and on the local conditions, Bidders are encouraged to visit to BMTC's offices before submitting a Proposal . They must fully inform themselves of the project, local conditions and take the same into account before submitting their Proposal.

#### 2.1.4 Cost of Proposals

The Agency shall bear all costs associated with the preparation, submission of its Proposal, and of negotiating the Contract, including visits to BMTC, etc. are not reimbursable and BMTC is not bound to accept any of the proposals submitted and reserves the right to reject any or all proposals without assigning any reasons.

#### 2.1.5 Contacting BMTC

From the time of Proposal opening to the time of Contract award, if any Bidder wishes to contact BMTC on any matter related to the Proposal, it should do so in writing. If a Bidder tries to directly influence BMTC or otherwise interfere in the Proposal evaluation process and the Contract award decision, its Proposal may be rejected.

### 2.1.6 Language of Proposals

Unless otherwise specified in the Data Sheet, the Proposal prepared by the Bidder and all correspondence and documents related to the Proposal exchanged by the Bidder and BMTC shall be written in the English Language, or, if the Data Sheet so provides, in either one of two languages specified there. Any printed literature furnished by the Bidder as part of its Proposal may be in a language not specified in the Data Sheet, as long as such literature is accompanied by a translation of its pertinent passages into the language of the Proposal, in which case, for purposes of interpretation of the Proposal, the translation shall govern.

### 2.1.7 Pre-award Penal Clause

After opening of the tender, if any agency WITHDRAW their offer in view of wrong quote in the e-procurement portal OR claim any modifications on their offered rate, the offer of such firm not be considered and the firm will be BLACK LISTED FOR TWO FUTURE TENDER CYCLES besides forfeiting their EMD.

### 2.1.8 Earnest Money Deposit (EMD)

- The EMD of Rs: 5000=00 (Refundable) as prescribed shall be submitted online through the KPPP portal using any of the following 4 modes.
  1. Credit Card
  2. Debit card
  3. National Electronic Fund Transfer (NEFT)
  4. Over the Counter (OTC) (ICICI Bank)
- The EMD do not carry any interest.
- The EMD will be forfeited in the following cases:-
  - If the Tenderer withdraw the Quotation or make any modification in the Rates, Terms and conditions before the expiry of the initial validity period i.e. 90 days from the date of opening of the Tender
  - If the specified Security Deposit is not paid within seven days on receipt of the Letter of Intent.

### 2.1.9 Suspension for Further Tendering Process

The Bid Security/EMD shall be submitted by the Bidder. Bidder will be blacklisted for a period of 1 year from the date of notice issued for following reasons and EMD may be forfeited;

- If a Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any.
- In the case of a successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time.
- During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- Deliberate attempts by the Bidder to share wrong information/manipulate information/hide the facts.

## 2.2 Preparation of Proposal

### 2.2.1 Period of validity of the proposal

Proposals shall remain valid, at a minimum, for the period specified in the Data Sheet after the Proposal Due Date prescribed by BMTC. A Proposal valid for a shorter period shall be rejected by BMTC as non-responsive.

In exceptional circumstances, prior to expiry of the Proposal validity period, BMTC may request that the Bidders extend the period of validity for a specified additional period. The request and the responses to the request shall be made in writing. A Bidder agreeing to the request will not be required or permitted to modify its Proposal.

### 2.2.2 Format and Signing of Proposal

The Proposal, and its copy, shall be typed **or written in indelible ink and signed by the authorized signatory of the Bidder who shall initial each page**, **in blue ink.** In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- by a partner, in case of a partnership firm and/or a limited liability partnership; or
- by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the **Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in RFP Document shall accompany the Proposal.**

### 2.2.3 Submission, Receipt and Opening of Proposal

Pre-qualification shall be uploaded in the GoK e-procurement portal on date, time as mentioned in the Data Sheet. The Financial Proposal shall be furnished in the GoK e-procurement portal https://kppp.karnataka.gov.in only**.**

- **Electronic Proposal Submission:** Detailed guidelines for viewing Proposals and submission of online Proposals are given on the website. The Invitation for Proposals is published on this website. Bidder can logon to this website and view the Invitation for Proposals and can view the details of works for which Proposals are invited. The prospective Bidder shall submit Proposals online; for this, the Bidder is required to have enrolment/registration in the website and should have valid Digital Signature Certificate (DSC) Keys. The DSC can be obtained from any authorized certifying agencies. The Bidder should register in the web site https://kppp.karnataka.gov.in . After this, the Bidder can login the site through the secured login.

  **Note:** BMTC shall not be responsible for any technical issues pertaining to internet connectivity, browser compatibility and any other technical issues pertaining to uploading of bid documents in e-procurement portal. The Bidders are requested to upload their

Proposals in e-portal well in advance to avoid non-availability of internet connection.

- The completed Proposal shall be uploaded on the website given above along with scanned copies of requisite certificates as mentioned in different sections in the RFP Document.
- All Proposals must be submitted online not later than time specified in the Data Sheet. The electronic system would not allow any late submission of Proposals after due date and time as per server time.
- At the opening of the Proposals the following shall be read out and recorded online simultaneously:
    - the name of the Bidder and
    - Any other information deemed appropriate or as indicated in the Data Sheet.
- BMTC will not be responsible for any delays, loss, or non-receipt of Proposals. Proposals submitted by fax, telegram or e-mail shall be rejected.

### 2.2.4 Deadline for Submission of Proposal

- Proposals must be received by BMTC in the e-procurement portal as specified, as and no later than the time and date specified, in the Data Sheet.
- BMTC may, at its discretion, extend the deadline for submission of Proposals by amending the RFP Documents, in which case all rights and obligations of BMTC and Bidders will thereafter be subject to the deadline as extended.
- BMTC shall not consider any Proposal that arrives after the deadline for Proposal Due Date and any Proposal received by BMTC after the Proposal Due Date shall be declared late, rejected, and returned unopened to the Bidder.

### 2.2.5 Negotiations

- Negotiations will be held at the address indicated in the Letter of Invitation. The aim is to reach agreement on all points to sign a contract.
- Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing, financial proposal and any suggestions made by the firm to improve the Terms of Reference.
- The Client and Bidder will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the office, staff-months, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the “Description of Services” and form part of the contract. Special attention will be paid to getting the most the Bidder can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.
- The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Bidder will initial the agreed contract.

### 2.2.6 Award of contract

The contract will be awarded following negotiations with the Bidder with the **lowest cost in price bid.**

### 2.2.7 Security Deposit/Performance Security

- The successful agency will be intimated through Letter of Intent regarding placement of orders with the details of scope of work, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start supplies simultaneously so as to release the regular Purchase Order`/Work order.
- The Performance Security shall be provided by the successful Bidder no later than the date specified in the Letter of Acceptance and shall draw a Demand Draft (DD) in favor of "The CAO-FA, BMTC, Bengaluru" or an unconditional Bank Guarantee (BG) from any of the Nationalized Banks or Public Sector Banks in favor of the "Controller of Stores and Purchases, BMTC, Bangalore"
- The BG/DD shall be furnished for an amount **equivalent to 10 % of the contract** value in the form of bank guarantee issued by Nationalized/Scheduled Bank. It should be submitted within 07 days from the receipt of LOI.
- The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. The Bank Guarantee should be valid up to 16 months from the date of Letter of Intent. The Regular Purchase/Work Order will be placed only on receipt of the Security Deposit.
- The security deposit should be submitted within the period specified above; failing which BMTC may cancel the offer made to the Bidder.
- The security deposit will be forfeited if agency has not fulfilled the terms and conditions as per bid document.
- The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the supplies as per the terms and conditions of the purchase orders or in case of non-settlement of claims. The Security Deposit will be refunded after completion of warranty period OR after settlement of all claims.
- If agency fails to submit Security Deposit within stipulated time period, EMD amount will be forfeited.
- BMTC shall also be entitled to make any recoveries due from the agency from security deposit submitted against this bid document.
- The Security Deposit does not carry any interest.
- The Performance Security shall be valid until 180 days from the Intended date of Completion of the project Period. If the project duration gets extended, the performance security shall be valid until 180 days from the new date of completion of project.
- The successful agency shall keep the Performance Bank Guarantee valid and enforceable throughout the Term and for a period of 180 days after the Term. In case the Performance Bank Guarantee provided by the successful agency to BMTC is set to expire for any reason whatsoever at any time before expiry of 60 days after the Term, the successful Bidder shall renew and provide to BMTC renewed Performance Bank Guarantee at least 60days prior to its date of expiry.

Upon any failure on part of the successful agency to renew the Performance Bank Guarantee or to keep it valid and enforceable in terms of this Clause, the Performance Bank Guarantee will be en-cashed by BMTC without giving any notice to the successful agency or to any other Party.

- BMTC, without prejudice to any of its rights or remedies under this Contract, is free to en-cash the Performance Bank Guarantee in part or in full, in terms. In the event of the invocation of any amount of the Performance Bank Guarantee by BMTC under the Contract, the IA shall immediately take appropriate steps to establish the Performance Bank Guarantee at its full value contemplated under the Contract within 15 days of the date when the Performance Bank Guarantee is wholly or partially invoked by BMTC.

### 2.2.8 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

### 2.2.9 Fraudulent and Corrupt Practices

It is BMTC's policy to require that Bidders observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, BMTC defines, for the purposes of this provision, the terms set forth below as follows:

- "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
- "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BMTC and includes collusive practices among Bidders (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BMTC of the benefits of free and open competition.
- BMTC will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question.
- BMTC will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BMTC financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and
- BMTC will have the right to inspect Bidder's accounts and records relating to the performance of the contract and to have them audited by respective auditors appointed by BMTC.

### 2.2.10 FORCE MAJEURE

Neither party will be responsible for non-performance of any or all their obligations under this Agreement if such non-performance is due to reasons beyond the control of parties. "Force Majeure" situations are also

included in the expression “beyond the reasonable control of the parties”.

### 2.2.11 Dispute Resolution

- A Party claiming that a dispute has arisen must give the other Party to the dispute, notice setting out details of the dispute.
- After a notice is given, each Party to the dispute must use its reasonable efforts to resolve the dispute.
- If the Parties cannot resolve the dispute within reasonable period then any such dispute or difference whatsoever arising between the parties shall resolve the dispute before the Hon’ble Civil Court/Commercial Court at Bangalore.

### 2.2.12 Insolvency and Breach

BMTC may at any time, by notice in writing summarily terminate the contract without compensation to the Bidder in any of the following events, if the Bidder:

a) If a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
b) Being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator, or Manager on behalf of the debenture holders is appointed, or circumstances shall have arisen which entitle the Court or debenture holders to appoint a Receiver, Liquidator or Manager, or
c) Commits any breach of the contract not herein specifically provided for.
d) Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to BMTC and provided also the Bidder shall be liable to pay to BMTC any extra expenditure it is thereby put to and the Bidder shall, under no circumstances, be entitled to any gain on repurchase.

## Section 2A: Bid Data Sheet

### 2.3 Data Sheet

| Clause Reference No. | Description |
|---|---|
| 1 | **The client’s name: Bangalore Metropolitan Transport Corporation** |
| 2 | Method of Selection: **Lowest Cost based Selection (LCBS)** |
| 3 | A Pre-qualification and a Financial Proposals are requested: Yes<br>The **Name, Objectives and Description** of the Assignment are provided in Terms of Reference **(Section 3)** |
| 4 | The Assignment is phased (only if applicable)<br>The details about the phase are provided in Terms of Reference (Section 3). |

| | |
|---|---|
| 5 | BMTC will provide the following inputs:<br>Terms of Reference (TOR)<br>I. Any other clarifications and the necessary changes in the TOR for effective implementation of the assignment.<br>II. Details of Infrastructure, departments, and current processes |
| 6 | The clauses on fraud and corruption in the contract are Fraudulent and Corrupt Practices of General Condition of Contract |
| 7 | Any modifications to the RFP and / or extension of time for submission of RFP shall be through an Addendum / Corrigendum, and it shall be uploaded in the e-Procurement Portal of GoK, which shall be binding on all the Bidders who intend to submit their Proposals. There will be no separate Press Advertisement for any addendum(s)/ corrigendum (s)/ clarifications and same can be found on e-portal only by visiting online before submitting the bid. |
| 8 | Proposals should be submitted in the following language(s): **English** |
| 9 | Proposals must remain valid **90** days after the submission date. |
| 10 | A, pre-qualification and a Financial Proposal should be uploaded in the e-Procurement Portal of Government of Karnataka (GOK). Hard Copies of the pre-qualification should be submitted to the Tender Inviting Authority. |
| 11 | Pre-qualification and Financial Proposals should be uploaded before the 03.11.2023@14.30Hrs in the e-Procurement Portal of GoK https://kppp.karnataka.gov.in. |
| 12 | Bidders, who meet the criteria specified in the Section 2A, are eligible to submit their Proposals. Refer to 'Pre-Qualification Criteria' in Section 2A. The bids will be rejected if the eligibility criteria are not met. |
| 13 | Right to vary the scope of the work at the time of award<br>• BMTC reserves its right to make changes to the (+,-25%) scope of the work at the time of execution of the resultant Agreement i.e., it may reduce or increase quantity of any item by 25%. |
| 14 | Right to accept any bid and reject any or all bids<br>• BMTC reserves the right to accept or reject any Bid, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such action. |
| 15 | Right to termination/cancellation<br>• Notwithstanding anything contained in this document, BMTC, reserves the right to cancel/ terminate the bid/offer process without assigning any reason whatsoever, at any time, prior to signing of the contract with no liability |
| 16 | Other Terms: |

| | |
|---|---|
| | • The cited projects should have been discharged directly by the bidder from the client through explicit contracts thereof in the name of bidder.<br>• In case of any change in eligibility criteria during bidding stage, it is bidder's responsibility to bring such a change to the notice of BMTC during bidding stage, with reference to any of the above-mentioned criteria for eligibility.<br>• The selected bidder should not sub-contract any work in the RFP to third party.<br>• The bidder should have registered office at Bengaluru for support and services. |

## 2.4 Evaluation Process

### 2.4.1 Opening of Bids

- The bids that are submitted online successfully shall be opened online as per date and time given in Proposal Data Sheet, through e-Tendering procedure only in the presence of Bidders.
- Total transparency will be observed and ensured while opening the Proposals/Bids.
- BMTC reserves the rights at all times to postpone or cancel a scheduled Bid opening.
- Bid opening will be conducted in two stages
  - In the first stage, Pre-qualification Proposals would be opened on which the Pre-qualification Proposal is opened.
  - In the Second stage, Commercial Proposal of those Bidders whose Pre-qualification Proposals qualify, would be opened.
  - In the event of the specified date of Bid opening being declared a holiday for BMTC, the bids shall be opened at the same time and location on the next working day.

### 2.4.2 Selection Process for Bidders

- BMTC will appoint a Tender Scrutiny Committee (TSC) to scrutinize and evaluate the prequalification of Bidders and commercial bids received. The TSC will examine the Bids to determine whether they are complete and whether the Bid format conforms to the Bid Document requirements. BMTC may waive off any informality or nonconformity in a Bid which does not constitute a material deviation according to BMTC.
- The evaluation process of the RFP proposed to be adopted by BMTC is indicated under RFP. The purpose of this clause is only to provide the Bidder(s) an idea of the evaluation process that the BMTC may adopt. However, BMTC reserves the right to modify the evaluation process at any time during the Tender process, without assigning any reason, whatsoever, and without any requirement of intimating the Bidder(s) of any such change.

### 2.4.3 Evaluation of Bids

- BMTC shall constitute a Tender Scrutiny Committee to evaluate the responses of the Bidders. The Tender Scrutiny Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit **requisite supporting**

**documents/documentary evidence by Bidders may lead to rejection of their bids.**

- The Committee may seek inputs from their professional and technical experts in the evaluation process.
- BMTC reserves the right to do a reference check of the experience stated by the Bidder. Any feedback received during the reference check shall be considered during the Tender evaluation process.
- The decision of the Tender Scrutiny Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Scrutiny Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.
- The Tender Scrutiny Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- Proposal Presentations: The Tender Scrutiny Committee may invite each pre-qualified Bidder to make a presentation to BMTC at a date, time and venue decided by BMTC. The purpose of such presentations would be to allow the Bidders to present their proposed solutions to the Committee and orchestrate the key points in their Proposals.
- Unnecessarily elaborate brochures or other promotional materials beyond those enough to present a complete and effective proposal are considered undesirable and may be construed as an indication of the Bidder's lack of cost consciousness. BMTC's interest is in the quality and responsiveness of the proposal.
- During the bid evaluation, BMTC may at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted. BMTC is entitled to ask for clarifications as many times as possible from the Bidders to the satisfaction of the Tender Scrutiny Committee.
- If the Bidder fails to provide the clarification or additional information sought in the stipulated time, the information provided in the bid proposal only will be used for evaluation. It is clearly understood that the additional information or clarification on the bid proposal provided by the Bidders will not be the basis for affecting any changes in the Commercial Proposal already submitted by the Bidders.
- The steps for evaluation are as follows:

**Stage 1: Pre-Qualification**

- **BMTC will examine the bids to determine whether they are complete, responsive, whether required Bid Security, whether the letters/certificates have been properly signed, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting any criteria specified in the tender, will be rejected by BMTC, and shall not be included for further consideration. Any deviations in proposal response may make the bid liable for rejection.**
- All eligible bids will be considered for further evaluation by an Evaluation Committee according to the evaluation process defined in this Bidding document

- **o** Each of the Pre-Qualification condition mentioned in **section 2.5** is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidder shall be disqualified.
- **o** Bidders would be informed of their qualification/disqualification based on the Pre-Qualification criteria in e-procurement portal, the EMD amount shall be returned to the respective disqualified Bidders after the finalisation of the tender. For the qualified Bidder, who are selected as L1, their EMD amount shall be returned after the submission of Performance Bank Guarantee by the successful Bidder.

**Stage 2: Commercial Evaluation**

- o The PQ qualified Bidders will be selected on LCS method (L1 method).
- o The commercial bids shall not be opened by BMTC until the evaluations of Pre-Qualification have been completed.
- o Prices quoted indicating total price for all the deliverables and services must be fixed and final and shall remain constant throughout the period of the contract and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only and payments shall be made to successful Bidders in Indian currency only.
- o The bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. BMTC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.
- o The individual cost components as detailed later in the tender shall be uploaded in the e-portal as described.
- o An adjustable price quotation or conditional proposal shall be treated as non-responsive and the bid may be rejected.
- o Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the commercial proposals are received.

- **Errors & Rectification: Arithmetical errors will be rectified on the following basis:**
  - o If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
  - o If there is a discrepancy between words and figures, the amount in words will prevail.
  - o Any omission in filling the columns of “units” and “rate”, shall deemed to be treated as inclusive in the total project cost.
- Bidder should provide all prices as per the prescribed format provided in RFP.
- Bidders shall indicate the unit rates of the equipment/ services, it proposes to provide under the Contract. Prices should be shown separately for each item as required in the tender.
- Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate “0” (Zero) in all such fields.
- If there is no price quoted for certain material or service, the bid shall be declared as disqualified.

- The Bidder needs to account for all Out-of-Pocket expenses related to Boarding, Lodging and other related items in the commercial bids. Any additional charges have to be borne by the Bidder.

**2.5 Pre-Qualification Criteria**

| # | Category | Eligibility Criteria | Document Proof |
|---|---|---|---|
| 1. | **Incorporation of firm, legal entity** | The Bidder should be:<br>A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto. Registered with GST Authorities in India | 1. Copy of Certificate of Incorporation<br>2. Copy of PAN card<br>3. Copy of Registration Certificates with the GST Authorities |
| 2 | **Operation** | Should have been operating for at least last five years in India as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions) | Copy of purchase orders showing at least 5 years of operations<br>OR<br>Certified true copy of balance sheet and P&L statements for last 5 years |
| 3 | **Financial Strength** | The bidder should have average annual turnover of INR 50 lakhs or above in the last three financial years viz., 2019-20, 2020-21, 2021-22 | • Audited financial statements for last three financial years.<br>• Certificate from the Chartered Accountant / Statutory Auditor on turnover details over the last three (3) audited financial years |
| 4 | **Experience** | The bidder should have successfully completed minimum two IT audit assignments in last three years in India from the date of issuance of RFP, each with value of audit fees not less than Rs. 25 lakhs. Out of which at least one project must have been done as third-party audit of an e-Governance project for any state government /Central Government/ Public sector undertaking / Banking /financial institution. | 1. Work order/ Contract clearly highlighting the scope of work, and value of the contract / order.<br>2. Completion Certificate.<br>Certificate issued & signed by the competent authority of the client entity on the entity's letterhead. |
| 5 | **Empanelment** | The bidder's firm should be empanelled information security auditing organization by | Relevant document to be produced. |

| | | | |
|---|---|---|---|
| | | CERTin. | |
| 6 | **Declaration** | Projects executed with in the agency's own company, bidders' group of companies or bidders JV companies shall not be considered. | Self-Declaration by Agency |
| 7 | **No Blacklisting** | The bidder should not have been blacklisted by any Central/State Government Department/PSU in India as on the bid submission date. | Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/- |
| 8 | **No Bankruptcy/ insolvency** | The bidder should not have been declared bankrupt or in the process of insolvency proceedings. | Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/- |

### 2.6 Execution of Agreement

Selected agency must execute an Agreement after the issuance of the LOI/Purchase/Work Order.

### 2.7 Commencement of Agreement

Agreement will commence after signing of Master agreement and non-disclosure agreement.

### 2.8 Data Ownership

- All the data sets as part of this Project are owned by the BMTC.
- The Selected agency has the right to verify these data sets to fulfill its obligations of auditing.
- The Selected agency shall take utmost care in maintaining security, confidentiality, and non-Disclosure terms.

### 2.9 Delivery

- The successful agency has to provide the functional audit services as per the Delivery schedule given in the Purchase Order or as per the revised delivery schedule if any, furnished by the consignee. However, the tender inviting Authority/consignee reserves the right to modify the schedule and accordingly services have to be made.
- The Tenderers are requested to indicate the minimum lead-time required for delivery from the Date of LOI.
- Failure to providing functional auditing services as per the delivery schedule furnished in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders beside forfeiting the EMD.

## 2.10 Extension of Timelines

As soon as it is apparent that the Project Timelines cannot be adhered to, a request shall be submitted by selected agency to BMTC. If the failure on the part of the selected agency to adhere to the Project Timelines has arisen due to any reason which BMTC may admit as reasonable ground for extension of the time, BMTC may allow such additional time as it considers to be justified by the circumstances.

## 2.11 Trademark and Publicity

- Neither Party may use the trademarks of the other Party without the prior written consent of the other Party.
- Neither Party shall publish nor give permission to publish either along with or in conjunction with any other person any press release, information, article, photograph, illustration, or any other material of whatever kind relating to this Tender, the Agreement, the SLA, or the business of the Parties without prior reference to and approval in writing from the other Party.

## 2.12 SLA Parameter and Penalties:

| Sl. | SLA parameter | Penalty | Breach |
|---|---|---|---|
| 1. | Report not meeting the requirement specified in the tender document. | 10% of tender quoted value | Report not submitted |
| 2. | Delay in commencement and completion of auditing. | 5% tender quoted value per week for delay beyond audit timelines. Excluding the reason delay due to support from Service provider and approval from BMTC. | Delay 4 weeks beyond audit timelines excluding extension provided by BMTC. |

## 2.13 Breach of SLA

In case of Breach of SLA, BMTC may invoke breach and terminate the contract. The decision of BMTC in this regard shall be final and binding on the Bidder, the BMTC will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case:

- BMTC issues a show cause notice to the selected Bidder.
- Bidder should reply to the notice within seven working days.
- If the BMTC authorities are not satisfied with the reply, BMTC will initiate action as described in the RFP, by forfeiting the Security deposit.

## 2.14 Risk Purchase / Penal Clause

If audit services are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and the extra expenditure incurred thereof will be recovered from the Security Deposit. The audit services should meet the specific requirement/ specifications as prescribed in the Tender. If the services do not conform to

the scope of work of agency and if the services are not effected as per delivery schedule, BMTC reserves the right to Black list the firm.

## Section 3: Terms of Reference (ToR)

### 3.1 Introduction

The Bangalore Metropolitan Transport Corporation (BMTC) is the sole public bus transport service provider in Bengaluru, serving urban, sub-urban and rural areas. BMTC is committed to provide quality, safe, reliable, clean and affordable travel. To modernize its services for commuter comfort, BMTC strives to strengthen information systems and improve processes through introduction of intelligent technology solution, make capacity enhancement through infrastructure development, user-friendly interchange facilities, fleet upgradation and augmentation, apart from its core activities, which includes fare structuring, route network optimization, planning and monitoring. BMTC reaches far and wide, in every nook and corner of the city, making public transport an attractive travel choice for everyone. BMTC's stronghold in the area of public transport in Bengaluru is a testimony to its adoption of sound Management, HR, Quality and Environmental policies and strong support from the Government of Karnataka and esteemed passengers.

### 3.2 About Nirbhaya Project

The Government of India has constituted funds to support Women safety measures across public places, including Transport facilities. As part of various initiatives undertaken under the fund, one key initiative is to improve women safety and passenger convenience across public transport undertakings. This initiative includes bringing in an advanced mobile application that can be used by Women commuters to seek remote assistance in case of emergency, tracking movements of women passengers when support is sought by them, putting on-board cameras to monitor on-bus activities, installing panic buttons within busses for women passengers to seek remote assistance in situation of emergency and creating a centralized helpline for providing assistance during distress. BMTC has received funds under Nirbhaya for implementing such women safety measures.

### 3.3 Current Assignment with Mobile App SI

In an effort to promote safety and convenience in its bus transit system, BMTC has taken up a two-pronged approach:

- BMTC has developed Mobile application with women safety features and a surveillance system. The above system to work efficiently, needs to integrate with BMTC's ITS and its components like Vehicle Tracking System, Ticketing application and monitoring system. BMTC has installed AIS 140 standard ITS devices, which helps in providing not just feeds to the mobile app but additional richer features to know the location of the bus. Further to this, the surveillance system with the cameras and panic button helps the women to provide an alert to the control room about the occurrence of the incidence. Also, cameras help to know the exact occurrence of incidence along with the ability of recording the incidence. The mobile app will provide a functionality of SOS, which would to be used in case of emergencies. The SOS function will send signals to Sarathi

vehicles, which can reach the person by using GPS functionality. Further additional information viz., travel planner, nearby stops, route, fare details etc., are provided in the mobile app.

- BMTC also to increase the footprint of information dissemination to passengers about bus routes, buses available and Expected Time of Arrival (ETA) by covering bus stops that hitherto were not covered under the PIS program of ITS. With this objective, BMTC has installed LED Passenger Information boards at bus stops. The boards will be integrated with BMTC's ITS system which will allow receiving information about the bus availability at the bus stops, location of the bus, ETA, etc. Lower waiting time, especially in the night will help women to minimize their risk of exposure to surrounding unsafe elements.

### 3.4 Objectives

It is envisaged that the project proposed for implementation should enable the following objectives:

- Direct impact on safety and security concerns of women
- Improved information dissemination to passengers
- Optimum use of existing infrastructure
- Innovative use of technology to improve customer experience and safety through mobile application
- Provision for real time intervention as far as possible

### 3.5 Major Scope of Work of Functional Auditing

a) Agency has to take up the functional auditing of application of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme, to verify whether the same meets the functional requirements specified in the tender document and SRS document.

b) Auditing has to be conducted to verify functionality of the SLA tools (SMMS) is provided as per tender document to know the performance of Application.

c) Auditing of software licenses used for development are genuine.

d) Functional Auditing has to be conducted in two phases: On Go live of Application and Post Go-live on completion of all features (tentatively 3 to 6 months post go live)

### 3.6 Detailed Scope of work

**Application Features:**

**a)** Verify whether, functional requirements are met as per tender document and SRS.

**b)** Verify whether, SMS is generated as per defined standard and delivered successfully to the end user.

**c)** Verify all the functional requirement of on-board devices viz., ATD, panic button, CCTV Camera, mNVR and also PIS boards.

**d)** Any deviation or changes made in the application (malfunction of procedures- required output is not met, any deviation during any particular time).

**e)** Verify whether portal solution is developed as per requirement specified in tender and verify browser compatibility and meets the bilingual requirement.

**f)** Compliance to any Additional module proposed/implemented during implementation/ auditing period.

**g)** Verify all the Integration functionality is working as per tender document and SRS viz., integration with ITS, Electric buses, PIS boards, etc.,

**h) Verify Deliverables in agreement are delivered by the Mobile App SI.**

**SLA PARAMETERS AND PERFORMANCE MONITORING:**

**a)** Verify whether SMMS/SLA tool/Application meets the SLA's and deliverables.

**SOFTWARE LICENSES**

**a)** Verify whether genuine Software licenses are used for the application.

**b)** Verify Annual Technical Support is available (ATS) for the Software Licenses.

**c)** Verify the Software license scalability (If number of users increased or hardware enhanced, additional user software support).

### 3.7 Roles and Responsibilities of BMTC

- Provide necessary tender document, SRS or any other document required for functional auditing of application.
- User id credential which are configured for application.
- Review of the audit report submitted by the bidder.

### 3.8 Deliverables:

On completion of the audit, the audit firm shall submit a presentation to the BMTC management, before submitting the report:

a) Weekly progress report to be submitted.

b) Any additional documents collected from the service provider during audit to be submitted.

c) Provide report on any deviations from the norms, standards or guidelines after noticing the same to BMTC.

d) If any suggestion suggested by Third party auditor to rectify, same will be communicated to the Service provider, on compliance from the Service provider, same need to be verified by auditor again and provide final report on Auditing. The audit report should ensure that the application meets requirements, standards and performance prescribed by the RFP, by ensuring that Functional requirements and protocols are associated with clear, quantifiable metrics for accountability.

e) **Final deliverable, a single consolidated audit report**: The deliverables would be delivered at the end of audit and BMTC would revert back with their comments. The audit firm shall appropriately incorporate/respond to the comments in consultation with BMTC and publish the final deliverable by a week after the completion of discussions. The publishing of the final document signifies completion of the project.
f) Two separate Reports to be submitted for phase-1 and Phase-2 auditing.

### 3.9 Project Duration /Auditing:

Complete the audit and handover the audit report/documentation after receiving the purchase order. T starts from date of issuing Purchase Order.

| Sl | Particulars | Timelines in Weeks |
|---|---|---|
| 1. | Audit commencement | T |
| 2 | Audit Completion and submit report to BMTC | T+8 |
| 3 | Comments from BMTC after obtaining remarks from Service provider | T+10 |
| 4 | Final report of phase-1 | T+12 |
| 5 | Audit commencement | T+13 |
| 6 | Audit Completion and submit report to BMTC | T+20 |
| 7 | Comments from BMTC after obtaining remarks from Service provider | T+22 |
| 8 | Final report of phase-2 | T+24 |

### 3.10 Payment terms

a. In consideration of the Services and subject to the provisions of this RFP, BMTC shall pay the selected agency for the Services rendered in pursuance of the agreement entered, in accordance with the Terms of Payment Schedule.

| Sl. | Milestone | Amount |
|---|---|---|
| 1 | Phase-1 Functional audit | 100% of the quoted price for milestone |
| 2 | Phase-2 Functional Audit | 100% of the quoted price for milestone |

b. 100% payment within 30 days from the date of third party audit report submission.
c. Invoicing shall be done in accordance with the Terms of Payment mentioned.
d. Such payment shall be inclusive of all the applicable taxes.
e. BMTC shall raise demand notice for applicable SLA penalties. Any penalties imposed on the selected agency shall be deducted in the payable bill/invoice inclusive of all the applicable taxes.
f. The payment to the bidder shall be governed by the SLAs defined in this RFP.

g. **Taxes and Statutory Payments**: All payments agreed to be made by BMTC to the agency in accordance with the Bid shall be inclusive of all statutory levies, duties, taxes and other charges whenever levied/applicable. The agency shall bear all personal/income taxes levied or imposed on it and its personnel, etc. on account of payment received under this Contract. The agency shall bear all income/corporate taxes, levied or imposed on the agency on account of payments received by it from BMTC for the work done under this Contract. If there is increase in tax rate or introduction of any new tax, same shall be compensated by BMTC. If tax rate reduces, BMTC will pay revised tax.

## Section 4: Pre Qualification Proposal – Standard Forms

### 4.1 Proposal Submission Form

[Location, Date]
FROM:
To:(Name of Authority)

Madam/Sir:

**Subject: "Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."**
Tender No. BMTC/2023-24/SE0151.

1. We, the undersigned, offer to provide the services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes the Qualification Proposal and a Financial Proposal through e-procurement and hard copy submission of Qualification Proposal.
2. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. We have read the provisions of the RFP Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
4. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation contained in it may lead to our disqualification.
5. We understand you are not bound to shortlist / accept any proposal you receive.

Address of responding Company
Name, Designation and Address of the contact
Authorized Person with details of cell nos.
Telephone/Mobile No of Contact Person
E-Mail ID

**4.2 Checklist**

(To be submitted along with Proposal Submission Form by including all necessary documents/declarations/certificates attached)

| Sr.No | Proposal Requirement Compliance (Yes/ No) | Compliance (Yes/No) |
|---|---|---|
| 1. | Earnest Money Deposit | |
| 2. | Certificate of incorporation | |
| 3. | Copy of PAN Card | |
| 4. | GST Registration certificate with the GST authorities | |
| 5. | Power of Attorney for Signing of Bid or Board Resolution | |
| 6. | Copy of purchase orders showing at least 5 years of operations<br>OR<br>Certified true copy of balance sheet and P&L statements for last 5 years | |
| 7. | Audited financial statements for last three financial years.<br>Certificate from the Chartered Accountant / Statutory Auditor on turnover details over the last three (3) audited financial years | |
| 8. | Work order/ Contract clearly highlighting the scope of work, and value of the contract / order.<br>Completion Certificate.<br>Certificate issued & signed by the competent authority of the client entity on the entity's letterhead. | |
| 9. | Relevant document regarding the bidder's firm empanelled for information security auditing organization by CERTin. | |
| 10. | Proposal Submission Form | |
| 11. | Qualification Submission Form | |
| 12. | Self-Declaration by Agency regarding Projects not executed with in the agency's own company, bidders' group of companies or bidders JV companies. | |
| 13. | Self-Declaration for Not-blacklisted –duly notarized | |
| 14. | Self-Declaration for no Bankruptcy/insolvency –duly notarized | |
| 15. | Declaration | |
| 16. | Office Registration Documents | |

### 4.3 Pre-Qualification Submission Form

Prospective SIs shall submit information in the following format in the uploaded bid

| | **Description** | **Documents to be Attached** |
|---|---|---|
| 1. | The Bidder should be:<br>• A company incorporated in India under the Companies Act, 1956 / 2013 and subsequent amendments thereto.<br>• Registered with GST Authorities in India | • Copy of Certificate of Incorporation<br>• Copy of PAN card<br>• Copy of Registration Certificates with the GST Authorities |
| 2. | Should have been operating for at least last five years in India as on the date of publishing of RFP notice (including name change / impact of mergers or acquisitions) | Copy of purchase orders showing at least 5 years of operations<br>OR<br>Certified true copy of balance sheet and P&L statements for last 5 years |
| 3. | The bidder should have average annual turnover of **INR 50 lakhs** or above in the last three financial years viz., 2019-20, 2020-21, 2021-22 | |
| FY | Y1 / Y2 / Y3 | • Audited financial statements for last three financial years.<br>• Certificate from the Chartered Accountant / Statutory Auditor on turnover details over the last three (3) audited financial years |
| 4. | Bidder should be a Sole bidder and consortium is not allowed. | |
| **5.** | The bidder should have successfully completed minimum **two IT audit assignments in last three years in India from the date of issuance of RFP**, each with value of audit fees not less than **Rs. 25 lakhs.** Out of which at least one project must have been done as third-party audit of an e-Governance project for any state government /Central Government/ Public sector undertaking / Banking /financial institution. | |

| **No** | **Project** | **Duration** | **Name of** | **Role** | **Type of** | **Value of the** | **Status (Comp** | **Certificate from** |
|---|---|---|---|---|---|---|---|---|

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | **Client** | | **project (egov, state, central, PSU/ banking/FI** | **Project** | **leted)** | **the client provided** |
| From:<br>To: | | | | | | | | |
| 1. Work order/ Contract clearly highlighting the scope of work, and value of the contract / order.<br>2. Completion Certificate.<br>Certificate issued & signed by the competent authority of the client entity on the entity's letterhead. | | | | | | | | |
| 6 | The bidder's firm should be empanelled information security auditing organization by CERTin. | | | | | | Relevant document to be produced. | |
| 7 | Projects executed with in the agency's own company, bidders' group of companies or bidders JV companies shall not be considered. | | | | | | Self-Declaration by Agency | |
| 8 | Not Blacklisted:<br>The bidder should not have been blacklisted by any Central/State Government Department/PSU in India as on the bid submission date. | | | | | | Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/- | |
| 9 | No Bankruptcy/Insolvency:<br>The bidder should not have been declared bankrupt or in the process of insolvency proceedings. | | | | | | Self-declaration by the bidder duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/- | |

### 4.4 Certificate from the Statutory Auditor/Chartered Accountant regarding Turnover

(On the letter head of the statutory auditor/chartered accountant)

Based on its books of accounts and other published information authenticated by it, this is to certify that the turnover of …… (Name of the SI) for the Financial Year _____ is as follows:

| S.No. | Financial Year | Annual Turnover (Rs. Lakhs.) |
|---|---|---|
| 1. | FY1 | |
| 2. | FY2 | |
| 3. | FY3 | |

Name of the audit firm:
Seal of the audit firm:
Signature:
Name:
Membership Number:
Designation:
Date:

## 4.5Declaration

(Proforma of Declaration to be furnished on a Government Stamp Paper of value as prescribed by GoK)

The Controller of Stores & Purchase,
BMTC, Central Offices,
K.H. Road, BANGALORE – 560 027

Sir,

**Sub: "Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."**
**Ref: Tender No.** BMTC/2023-24/SE0151.

i) We hereby declare that the rates quoted by us is lowest and we have not quoted/ provided service to any other STU/Organization/firm during the preceding One year at less than the rates offered by us in the subject tender.

OR

ii) We have provided service to our following customers during the preceding One year at less than the rates offered to you in the subject tender, and the details are as follows:
1. Name of the STU / Organization to whom the supplies were made.
2. Rates offered to them
3. The reasons for variation
4. Quantity offered/supplied

iii) We agree to abide by the payment clause of the tender. We agree to abide by all the terms and conditions of the tender and fulfill all the requirements mentioned in the Tender. We are aware that in case of any conditional offer submitted by us in respect of any payment and other terms and conditions of tender our offer is liable to be rejected. The amount quoted in the Commercial bid of e-procurement portal is final and we agree to hold the same till the completion of the service.

Signature of the Authorized Signatory. Designation
Date
Seal of the Company.

**4.6 Format for Affidavit certifying that SI is not blacklisted**

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

I M/s. ..... , (the name of the SI and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s/chief executive officer/ directors/managers are not barred or blacklisted by any government or government instrumentality or public sector in India or in any other jurisdiction to which we or our Affiliates belong or in which we or our Affiliates conduct business from participating in any project or being awarded any contract, and no such bar or blacklisting subsists as on the Proposal Due Date.

We further confirm that we are aware our Proposal for the **"Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."** would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this RFP at any stage of selection and/or thereafter during the term of the Contract.

Dated this .....Day of ....., 20....
Name of the SI
.....
Signature of the Authorized Person
.....
Name of the Authorized Person

Note: For an affidavit executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the affidavit is being issued. However, the affidavit provided by SIs from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming apostils certificate.

## 4.7 Declaration on No Bankruptcy/Insolvency

(Proforma of Declaration to be furnished duly notarized and signed by the authorized signatory on Non – judicial stamp paper of INR 100/-)

This is to certify that the bidding entity is <company name>, engaged in providing <type of services>.

I, <name of signatory>, <designation>, do hereby declare to the best of our knowledge and information available with us on <bid submission date dd/mm/yyyy> , that <company name> has not been declared bankrupt or in the process of insolvency proceedings._____

Signature of the Authorized Signatory
Designation
Date
Seal of the Company

## 4.8 Format for Power of Attorney for Signing of Proposal

(On Non – judicial stamp paper of Rs 100/- or such equivalent amount and document duly attested by notary public)

**Power of Attorney**

Know all men by these presents, we ..... (Name of the SI and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms..... ..... (name and residential address) who is presently employed with us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for **"Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."** of [Name of THE AUTHORITY], including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of THE AUTHORITY], representing us in all matters before [Name of THE AUTHORITY], if selected, undertaking negotiations with [Name of THE AUTHORITY] prior to the execution of the Contract and generally dealing with [Name of THE AUTHORITY] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise

of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ……. DAY OF ……., 20……
For _____
(Signature)
(Name, Title and Address)
Accepted
…… (Signature)
(Name, Title and Address of the Attorney)
The mode of execution of the power of attorney should be in accordance with the procedure, if any, lay down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

In case the Proposal is signed by an authorized director of the SI, a certified copy of the appropriate resolution/ document conveying such THE AUTHORITY may be enclosed in lieu of the power of attorney.

For a power of attorney executed and issued overseas, the document will have to be notarized in the jurisdiction where the power of attorney is being issued.

**Section 5: Financial Proposal**
**5.1 Financial Cover Letter**
(To be submitted on the Letterhead of the SI) Dated/mm/icy

FROM: (Name of SI)
To :( Name of Authority)

**Madam/Sir:**

**Subject: Submission of proposal in response to the RFP for ""Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."**
**Ref: Tender No.**BMTC/2023-24/SE0151

We, the undersigned, offer to provide the services for **"Selection of an agency for providing functional audit of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme."** in accordance with your Request for Proposal dated [Insert Date]. We are aware that any conditional financial offer will be outright rejected by BMTC. All values shall be inclusive of GST.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal (180 days) from the date of opening of financial bid.

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive. We confirm that no Technical deviations are attached here with this commercial offer.

Yours sincerely,
Authorized Signature [In full and initials]:
Name and Title of Signatory:
Date and Stamp of the signatory
Name of Firm:

## 5.2 Financial Bid Formats

a) The evaluation of this RFP will be based **on Lowest Cost Based Selection (LCS) method (by combining the rates quoted for phase-1 and phase-2 as per the scope of work defined in the Annexures)**.

b) For the SIs to better understand the financial evaluation procedure, the following **Financial Proposal Forms** have been given below. These forms are only for the purpose of making the financial evaluation transparent and understandable to the SIs. **No SI shall quote any commercials in the tables below**. **All commercial quotations should be made only in the e-procurement portal.**

c) Any SI, who quotes the commercials in the tables below /submits along with Technical Proposal, shall be disqualified by BMTC.

**Quote:**

| **Particulars** | **End rate in Figures (In Rupees- Including tax)** |
|---|---|
| Phase-1 of functional auditing of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme." | |
| Phase-2 of functional auditing of BMTC Mobile App with Women safety feature, in-bus surveillance system in City buses and Passenger Information System (PIS) Display Systems at Bus stops/Stations application developed under Nirbhaya scheme." | |
| Total | |

Please note that GST is as applicable.

d) General Conditions/Information;

- Provide all prices as per the prescribed formats.
- All the prices are to be entered in Indian Rupees/Paise ONLY as mentioned.
- Prices indicated in the schedules shall be inclusive of all applicable Taxes, Levies, duties, and **Goods & Service Tax**.

- Provide breakup of all Taxes, Duties and Levies wherever applicable and demanded by BMTC.
- Needs to account for all Out of Pocket expenses due to Boarding, Lodging and other related items.
- This shall have no co-relation with the Contract value or actual payment to be made.
- Should refer to the RFP for details on the functional requirements of the system and the benchmark specifications for the items mentioned in the Commercial formats.